

REQUEST FOR QUOTATION
FOR
SNOW REMOVAL SERVICES

Agriculture and Agri-Food Canada (AAFC)
Lacombe Research and Development Centre,
Lacombe, Alberta

Solicitation # 01R11-21-C011

Contracting Authority:
Agriculture and Agri-Food Canada

BIDDER INSTRUCTIONS AND INFORMATION

1. Introduction

The Department of Agriculture and Agri-Food Canada (AAFC), Lacombe Research and Development Centre requires a Contractor to provide Snow Removal Services for nine parking lots and many roadways at the Lacombe Research and Development Centre. The Contractor shall provide the equipment and operators to clear and remove snow; and sand for ice control on roads and parking lots at 6000 C and E Trail, Lacombe, Alberta.

2. Requests for explanations

Direct requests for explanations by email to:

Melissa Smith, Senior Contracting Officer
Email: melissa.smith3@canada.ca
Phone: (306) 523-6545

Any request for explanations regarding this Request for Quotation (RFQ) must be submitted in writing to the above on or before 12:00 noon, local Regina time (CST), Tuesday, October 20, 2020. Oral explanations or instructions given will not be binding. Any enquiries received after this time will not be answered.

3. Modifications

Canada reserves the right to revise or amend this RFQ prior to the submission deadline. Such revisions or amendments, if any, will be announced by addendum or addenda.

4. Bid Submission Deadline

Bids will be accepted **by email only**. Bids must be delivered and received by the Contracting Authority no later than **2:00 P.M., REGINA TIME (CST), TUESDAY, OCTOBER 27, 2020** addressed to and labelled as follows to:

Melissa Smith, Senior Contracting Officer
Agriculture and Agri-Food Canada
Western Service Centre
300 – 2010 12th Avenue
Regina, SK S4P 0M3
Email to: melissa.smith3@canada.ca AND
aafc.wscprocurement-csoapprovisionnement.aac@canada.ca

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Late submissions will not be considered and will be returned unopened. It is the responsibility of any company or individual submitting a bid to ensure submissions are received by the submission deadline.

5. Electronic Submissions

Electronic mail submissions will be accepted. The maximum email file size that AAFC is capable of receiving is 15 megabytes. The Bidder is responsible for any failure attributable to the transmission or receipt of the emailed bid due to file size. Emails with links to bid documents will not be accepted.

6. Payment for Submissions

No payment will be made for a submission in response to this RFQ.

7. Taxes

The Goods and Services Tax (GST) and Provincial Sales Tax (PST) are not to be considered an applicable tax for the purposes of this RFQ.

8. Rejection of Submissions

Canada reserves the right to reject any and all submissions when such rejection is in the interest of Canada.

9. Reference Documents

The following Sections are enclosed:

- Appendix A - General Conditions (*Resulting Contract Clauses*)
- Appendix B - Statement of Work
- Appendix C - Mandatory Requirements
- Appendix D - Evaluation Method
- Appendix E - Submission Format
- Appendix F - Certification Requirements
- Appendix G - Bid Document

GC1. Interpretation

1.1 In the contract,

"**Applicable Taxes**" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

"**Canada**", "**Crown**", "**Her Majesty**" or "**the Government**" means Her Majesty the Queen in right of Canada; "Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"**Minister**" means the Minister of Agriculture and Agri-Food Canada or anyone authorized;

"**Party**" means Canada, the Contractor, or any other signatory to the contract and "Parties" means all of them;

"**Work**" unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract.

GC2. Powers of Canada

All rights, remedies and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

GC3. General Conditions

The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

GC4. Conduct of the Work

4.1 The Contractor represents and warrants that:

- (a) It is competent to perform the Work;
- (b) It has the necessary qualifications, including knowledge, skill and experience, to perform the Work, together with the ability to use those qualifications effectively for that purpose; and
- (c) It has the necessary personnel and resources to perform the Work.

4.2 Except for government property specifically provided for in the Contract, the Contractor shall supply everything necessary for the performance of the Work, including all the

resources, facilities, labor and supervision, management, services, equipment, materials, drawings, technical data, technical assistance, engineering services, inspection and quality assurance procedures, and planning necessary to perform the Work.

4.3 The Contractor shall:

- (a) Carry out the Work in a diligent and efficient manner;
- (b) Apply as a minimum, such quality assurance tests, inspections and controls consistent with those in general usage in the trade and that are reasonably calculated to ensure the degree of quality required by the Contract; and
- (c) Ensure that the Work:
 - (1) is of proper quality, material and workmanship;
 - (2) Is in full conformity with the Statement of Work; and
 - (3) Meets all other requirements of the Contract.

4.4 Notwithstanding acceptance of the Work or any part thereof, the Contractor warrants that the Work shall be of such quality as to clearly demonstrate that the Contractor has performed the Work in accordance with the undertaking in subsection 4.3.

GC5. Inspection and Acceptance

5.1 The Work will be subject to inspection by Canada. Should any part of the Work whether it be a report, document, good or service not be in accordance with the Contract or not be done to the satisfaction of the Canada, as submitted, Canada will have the right to reject it or require its correction at the sole expense of the Contractor before making payment.

5.2 The Contractor will be in default of the Contract if the Work is rejected by Canada or if he fails to correct the Work within a reasonable delay.

GC6. Amendments and Waivers

6.1 No design change, modification to the Work, or amendment to the Contract shall be binding unless it is incorporated into the Contract by written amendment or design change memorandum executed by the authorized representatives of Canada and of the Contractor.

6.2 While the Contractor may discuss any proposed changes or modifications to the scope of the Work with the representatives of Canada, Canada shall not be liable for the cost of any such change or modification until it has been incorporated into the Contract in accordance with subsection 6.1.

6.3 No waiver shall be valid, binding or affect the rights of the Parties unless it is made in writing by, in the case of a waiver by Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.

6.4 The waiver by a Party of a breach of any term or condition of the Contract shall not prevent the enforcement of that term or condition by that Party in the case of a subsequent breach, and shall not be deemed or construed to be a waiver of any subsequent breach.

GC7. Time of the Essence

It is essential that the Work be performed within or at the time stated in the Contract.

GC8. Excusable delay

- 8.1 Any delay by the Contractor in performing the Contractor's obligations under the Contract which occurs without any fault or neglect on the part of the Contractor its subcontractors, agents or employees or is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay.
- 8.2 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the Work affected by the delay. When requested to do so by the Minister, the Contractor shall deliver a description, in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and Endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 8.3 Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that might have constituted an excusable delay shall be deemed not to be an excusable delay.
- 8.4 If an excusable delay has continued for thirty (30) days or more, Canada may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the excusable delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination
- 8.5 Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any cost incurred by the contractor or any subcontractors or agents as a result of an excusable delay.
- 8.6 If the Contract is terminated under this section, Canada may require the Contractor to deliver to Canada, in the manner and to the extent directed by Canada, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Canada will pay the Contractor:
 - (a) The value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract price, including the proportionate part of the Contractor's profit or fee included in the Contract price; and

- (b) The cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

8.7 The total amount paid by Canada under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract price.

GC9. Termination of convenience

9.1 Notwithstanding anything in the Contract, the Minister may, by giving notice to the Contractor, terminate or suspend the Contract immediately with respect to all or any part or parts of the Work not completed.

9.2 All Work completed by the Contractor to the satisfaction of Canada before the giving of such notice shall be paid for by Canada in accordance with the provisions of the Contract and, for all Work not completed before the giving of such notice, Canada shall pay the Contractor's costs as determined under the provisions of the Contract in an amount representing a fair and reasonable fee in respect of such Work.

9.3 In addition to the amount which the Contractor shall be paid under section GC9.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the Work.

9.4 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by Canada under the provisions of section GC9 except as expressly provided therein.

9.5 Upon termination of the Contract under section GC9.1, Canada may require the Contractor to deliver and transfer title to Canada, in the manner and to the extent directed by Canada, any finished Work which has not been delivered prior to such termination and any material, goods or Work-in-progress which the Contractor specifically acquired or produced for the fulfillment of the Contract.

GC10. Termination due to Default of Contractor

10.1 Canada may by notice to the Contractor, terminate the whole or any part of the Contract:

- (a) If the Contractor fails to perform any of the Contractor's obligations under the Contract or in Canada's view, so fails to make progress so as to endanger performance of the Contract in accordance with its terms;
- (b) To the extent permitted under law, if the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of a statute relating to bankrupt or insolvent debtors; or

- (c) If the Contractor makes a false declaration under GC 37 or GC 38 or fails to comply with the terms set out in GC 16.3 or GC 39.
- 10.2 Upon termination of the Contract under section GC10, the Contractor shall deliver to Canada any finished Work which has not been delivered and accepted prior to such termination, together with materials and Work-in-progress relating specifically to the Contract and all materials, texts and other documents supplied to the Contractor in relation to the Contract.
- 10.3 Subject to the deduction of any claim which Canada may have against the Contractor arising under the Contract or out of termination, payment will be made by Canada to the Contractor for the value of all finished Work delivered and accepted by Canada, such value to be determined in accordance with the rate(s) specified in the Contract, or, where no rate is specified, on a proportional basis.
- 10.4 If the contract is terminated pursuant to GC 10.1(c), in addition to any other remedies that may be available against the Contractor, the Contractor will immediately return any advance payments.

GC11. Suspension of Work

- 11.1 The Minister may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

GC12. Extension of Contract

- 12.1 Where the Minister determines that additional work of the same nature as the Work described in this Contract is required, the Contractor shall do such work and where required the term of the Contract shall be extended accordingly and confirmed in writing between the parties.
- 12.2 Payment for the work described in subsection 1 shall be calculated and paid on the same basis as in section GC12 and where required prorated.
- 12.3 Where the Minister has determined that the Contractor shall be paid expenses related to the Work described in section GC12.1, the type of expenses and amounts shall be confirmed in writing between the parties.

GC13. Method of Payment

- 13.1 Payment in the case of progress payments:
 - (a) Payment by Canada to the Contractor for the Work shall be made within thirty (30) days following the date on which a claim for progress payment is received according to the terms of the Contract; and
 - (b) If the Minister has any objection to the form of the claim for payment or the substantiating documentation, shall, within fifteen (15) days of its receipt, notify the Contractor in writing of the nature of the objection.

13.2 Payment in the case of payment on completion:

- (a) Payment by Canada to the Contractor for the Work shall be made within thirty (30) days following the date on which the Work is completed or on which a claim for payment and substantiating documentation are received according to the terms of the Contract, whichever date is the later;
- (b) If the Minister has any objection to the form of the claim for payment or the substantiating documentation, shall, within fifteen (15) days of its receipt, notify the Contractor in writing of the nature of the objection.

GC14. Basis of Payment

- 14.1 A claim in the form of an itemized account certified by the Contractor with respect to the accuracy of its contents shall be submitted to the Minister.
- 14.2 Travel and other expenses, where allowed by the Contract, shall be paid in accordance with Treasury Board Guidelines and Directives, certified by the Contractor as to the accuracy of such claim.

GC15. Interest on Overdue Accounts

15.1 For the purposes of this clause:

- (a) "**Average Rate**" means the simple arithmetic mean of the bank rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made;
- (b) "**Bank Rate**" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;
- (c) "**Date of Payment**" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
- (d) an amount is "**due and payable**" when it is due and payable by Canada to the Contractor in accordance with the terms of the Contract; and
- (e) An amount becomes "**overdue**" when it is unpaid on the first day following the day upon which it is due and payable.

- 15.2 Canada shall be liable to pay to the Contractor simple interest at the Average Rate plus 3 percent per annum on any amount that is overdue from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor except in respect of payment which is less than thirty (30) days overdue. No interest will be payable or paid in respect of payment made within such thirty (30) days unless the Contractor so requests after payment has become due.

- 15.3 Canada shall not be liable to pay interest in accordance with this clause if Canada is not responsible for the delay in paying the Contractor.
- 15.4 Canada shall not be liable to pay interest on overdue advance payments.

GC16. Records to be kept by Contractor

- 16.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 16.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 16.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six (6) years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- 16.4 The amount claimed under the Contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other Contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

GC17. Invoice Submission

- 17.1 Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
- 17.2 Invoices must show:
- (a) the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);

- (b) details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
- (c) deduction for holdback, if applicable;
- (d) the extension of the totals, if applicable; and
- (e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.

17.3 Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.

17.4 By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

GC18. Right of Set off

Without restricting any right of set off given by law, the Minister may set off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set off, may be retained by Canada.

GC19. Assignment

19.1 The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of Canada and an assignment made without that consent is void and of no effect.

19.2 An assignment of the Contract does not relieve the Contractor from any obligation under the Contract or impose any liability upon Canada.

GC20. Subcontracting

20.1 The Contractor must obtain the consent in writing of the Minister before subcontracting.

20.2 Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor.

20.3 In any subcontract, the Contractor will bind the subcontractor by the same conditions by which the contractor is bound under the Contract.

GC21. Indemnification

21.1 The Contractor shall indemnify and save harmless Canada from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon,

occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants, subcontractors or agents in performing the Work or as a result of the Work.

- 21.2 The Contractor's liability to indemnify or reimburse Canada under the Contract shall not affect or prejudice Canada from exercising any other rights under law.

GC22. Confidentiality

The Contractor shall treat as confidential, during as well as after performance of the Work, any information to which the Contractor becomes privy as a result of acting under the Contract. The Contractor shall use its best efforts to ensure that its servants, employees, agents, subcontractors or assigned observe the same standards of confidentiality.

GC23. Indemnification - Copyright

The Contractor shall indemnify Canada from and against all costs, charges, expenses, claims, actions, suits and proceedings for the infringement or alleged infringement of any copyright resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Canada of anything furnished pursuant to the Contract.

GC24. Indemnification - Inventions, etc.

The Contractor shall indemnify Canada from and against all costs, charges, expenses, claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Canada of anything furnished pursuant to the Contract.

GC25. Ownership of Copyright

- 25.1 Anything that is created or developed by the Contractor as part of the Work under the Contract in which copyright subsists belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate:

© HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)

or

© SA MAJESTÉ LA REINE DU CHEF DU CANADA (année).

- 25.2 At the request of the Minister, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Minister may require a written permanent waiver of Moral Rights, in a form acceptable to the Minister, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's Moral Rights.

GC26. Taxes

26.1 Municipal Taxes

Municipal Taxes do not apply.

26.2 Federal government departments and agencies are required to pay Applicable Taxes.

26.3 Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

26.4 The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

26.5 In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.

26.6 Tax Withholding of 15 Percent

Pursuant to the *Income Tax Act*, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is a non-resident, unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

GC27. International Sanctions

27.1 Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

Details on existing sanctions can be found at:

<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

27.2 The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.

27.3 The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for convenience in accordance with section GC9.

GC28. T1204 Government Service Contract Payment

28.1 Pursuant to regulations made pursuant to paragraph 221 (1)(d) of the *Federal Income Tax Act*, payments made by departments and agencies to Contractors under applicable services Contracts (including Contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payment. To enable client departments and agencies to comply with this requirement, Contractors are required to provide information as to their legal name and status, business number, and/or Social Insurance Number or other supplier information as applicable, along with a certification as to the completeness and accuracy of the information.

GC29. Successors and Assigns

The Contract shall ensure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns as the case may be.

GC30. Conflict of Interest and Values and Ethics Codes for the Public Service

The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, any applicable federal values and ethics code or any applicable federal policy on conflict of interest and post-employment shall not derive any direct benefit resulting from the Contract unless the provision or receipt of such benefit is in compliance with such legislation and codes.

GC31. No Bribe

The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entering into the Contract or the administration of the Contract.

GC32. Errors

Notwithstanding any other provision contained in this Contract, no amount shall be paid to the Contractor based on the cost of Work incurred to remedy errors or omissions for which the Contractor or his servants, agents or subcontractors are responsible, and such errors or omissions shall be remedied at the Contractor's cost, or, at the option of Canada, the Contract may be terminated and in that event the Contractor shall receive payment only as determined under section GC10.

GC33. Performance

The failure of Canada to require performance by the Contractor of any provision of this Contract shall not affect the right of Canada thereafter to enforce such provision, nor shall the waiver by Canada of any breach of any term of the Contract be taken or held to be a waiver of any further breach of the same or any other term or condition.

GC34. Gender

Whenever the singular or masculine is used throughout this Contract, it shall be construed as including the plural, feminine, or both whenever the context and/or the parties hereto so require.

GC35. Survival

All the Parties' obligations of confidentiality, representations and warranties set out in the Contract as well as any other the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

GC36. Severability

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

GC37. Contingency Fees

The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, 1985, c. 44 (4th Supplement).

GC38. Integrity Provisions

The Ineligibility and Suspension Policy (the "Policy") and all related Directives (2016-04-04) are incorporated into, and form a binding part of the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at [*Ineligibility and Suspension Policy*](#).

GC39. Public Disclosure

39.1 The Contractor consents, in the case of a contract that has a value in excess of \$10,000, to the public disclosure of basic information - other than information described in any of paragraphs 20 (1)(a) to (d) of the *Access to Information Act* - relating to the contract.

39.2 The contractor consents, in the case of a contract with a former public servant in receipt of a Public Servant Superannuation (PSSA) pension, that the contractor's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports described in 39.1.

GC40. Notice

Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, facsimile or other electronic method that provides a paper record of the text of the notice. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will be effective on the day it is received at that address. Any notice to Canada must be delivered to the Minister.

GC41. Accuracy

The Contractor represents and warrants that the information submitted with its bid is accurate and complete. The Contractor acknowledges that the Minister has relied upon such information in entering into this Contract. This information may be verified in such manner as the Minister may reasonably require.

GC42. Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1 (1) of the *Department of Public Works and Government Services Act* will, on request of a party, provide a proposal for an alternative dispute resolution process to resolve any dispute arising between the parties respecting the interpretation or application of a term or condition of this contract. The parties may consent to participate in the proposed alternative dispute resolution process and to bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca.

GC43. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1 (1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the contractor respecting administration of this contract if the requirements of Subsection 22.2 (1) of the *Department of Public Works and Government Services Act* and Section 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca.

GC44. Entire Agreement

The Contract constitutes the entire agreement between the Parties relative to the subject procurement and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions relative to the subject procurement binding on the Parties other than those contained in the Contract.

1.0 OBJECTIVE:

The Lacombe Research and Development Centre requires a Contractor to provide Snow Removal Services for nine parking lots and many roadways at the Lacombe Research and Development Centre. The Contractor shall provide the equipment and operators to clear and remove snow; and sand for ice control on roads and parking lots at 6000 C and E Trail, Lacombe, Alberta.

2.0 SERVICES REQUIRED:

The Contractor shall provide the operators, equipment and sand to provide Snow Removal Services.

Only licensed/certified equipment operators shall perform the Work.

The Contractor shall undertake the following tasks:

1. Clearing and removing snow from roadways and parking lots at the Centre;
2. Regular Service, "as required" when there is 10cm or more of snow, Monday to Friday, prior to 07:30 a.m.;
3. On Call Service, "when requested by AAFC" during Weekends including Stat holidays;
4. Sanding roads and parking lots, "when requested" by AAFC.

3.0 SCOPE OF WORK:

All roadways and parking lots at the Main Campus are to be cleared of snow and maintained free of snow, prior to 07:30 am, each weekday morning when there is 10 centimetres (cm) or more of snow.

Parking Lots to be cleared of snow are:

- Inner courtyard staff parking between Building 20 and 21;
- Public parking area east of Building 21 including front sidewalk up to entrance of Building 21;
- Public parking area south of Building 20 library complex;
- Staff parking area west of Building 20;
- Staff parking area north of Building 53;
- Staff parking area east of Building 12;
- Staff parking area south Building 12;
- Compound parking area west of Building 12;
- Staff parking area east of Building 52;
- Staff and fleet parking area north of Building 52;

- Staff parking area north of Building 14;
- Public parking areas south of Building 14 (2 parking areas);
- Staff parking area west of Building 14.

Additional areas requiring snow removal include:

- West side of Building 53 Header House - moving snow to the road for the grader to push away snow. Snow cleared from parking lot of Building 53 shall be piled on the east end of the parking lot beside the evergreen tree.
- West side of Building 12 Crops - clearing the entire parking lot area including overhead doors and two man doors. East side parking and south parking lot snow shall be piled on the grass beside each parking lot.
- Clear the areas in front of the two fire hydrants of snow. These are located on the main roadway, 1) on the east side of the Crops Building; and, 2) on the south side of the Administration/Library Conference Building. These will be marked with a flagging pole.
- Building 9 Crops Storage Building and inside of Crops Building Main Fenced Compound - clearing the snow away from the three overhead doors and three man doors. Two of these overhead doors face the east and the third door faces south. Beside each overhead is a single man door that must be cleared of snow as well.
- Building 11 Chemical Handling Facility - clearing away snow in front of the three overhead doors and the two man doors. Two overhead doors face north and the third overhead door faces south.
- Tarp Shelter - clearing away snow from the overhead door and man door at this shelter.

All roadways/parking lots are to be graveled using chip rock grade sand, "when requested" by AAFC. All excess sand is to be removed in the spring "when requested" and placed in the designated areas specified by the Site Authority.

4.0 EQUIPMENT /SUPPLIES REQUIRED:

The Contractor must have the following to undertake the Work:

1. Equipment Types (including all fuel & lubricants):
 - Grader;
 - Wheel Loader;
 - Front End Loader/Skid Steer;
 - Sander.
2. Ice Control Material:
 - Chip rock grade sand for ice control.

5.0 DURATION OF CONTRACT:

The Contract shall be for Five (5) years from **Date of Contract Award**.

6.0 TERMS AND CONDITIONS OF WORK:

1. Post Award/Initial Startup Meeting:
 - a) After award and prior to the commencement of any work, the Contractor will be required to attend an initial startup meeting with the Acting Facility Manager.
 - b) At this meeting the Contractor shall provide AAFC with an overall plan of action for the snow removal described in the Scope of Work above. The plan should include, but is not limited to, the following information:
 - i. Types of Machinery used;
 - ii. Number and Names of personnel to perform the work (including any backup personnel);
 - iii. Estimated completion time.

At any time throughout the Contract duration, the Contractor must justify any deviations of work outside this plan of action before they occur.
 - c) At this meeting, the Contractor will be provided with any other pertinent information for being on site to carry out the work.
2. The Contractor must be available 24 hours a day, 7 days a week for "Regular" and "On Call service" via phone or cell phone. When a callout is made the Contractor **must respond within 4 hours to indicate when they will start the work.** Contact numbers shall be provided to the Facility Manager upon Contract award.
3. The Contractor shall execute the work with minimum disturbance to the occupants, public and the normal use of the roadways.
4. The Contractor shall redo any or all work, if unsatisfactory to the Acting Facility Manager. Any, additional costs expended by the Contractor to provide satisfactory performance to the level specified, shall be at no additional cost to AAFC.
5. The Contractor shall repair and make good all parts of AAFC owned property if damaged by the Contractor, its personnel, equipment and/or any subcontractors. If damage occurs, it must be reported immediately to the Acting Facility Manager or his designate.
6. The Contractor shall be responsible for obtaining and paying for any licenses and permits as may be required up front, to perform the Work, complying with all Municipal, Provincial and Government of Canada regulation. The Contractor shall be responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor shall provide a copy of any such permit, license, or certificate to Canada.
7. The Contractor shall ensure all workers on the work site are notified of and abide by safety rules, regulations, safe work practices and applicable Safety Acts, Regulations and Codes. Any person not complying with these shall not be permitted on the work site.
8. The Contractor shall ensure that all applicable personal protective equipment (PPE) is used.

9. When invoicing for services rendered, the Contractor shall provide AAFC with an invoice complete with the following:
- Contract Number
 - Date of Service;
 - Type of Equipment Used with hourly rate;
 - Number of Hours Claimed for each equipment type;
 - Total \$;
 - GST will be shown as a separate item.

7.0 BASIS OF PAYMENT:

For the services provided, Agriculture and Agri-Food Canada will pay the Contractor in accordance with Appendix G, Bid Document (which forms the Basis of Payment), for Work performed pursuant the Contract.

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with Appendix G, Bid Document, to a **Ceiling Price** of \$ *(to be inserted at Contract award)*. Customs duties are included and the applicable taxes are extra.

All mandatory requirements identified below must be met. Failure to comply with any of the mandatory requirements will render the submission non-compliant and will receive no further consideration. If documentation is required to demonstrate compliance, the Bidder must include the necessary documentation with their bid submission.

In order for bids to be accepted for further evaluation, all of the following mandatory requirements must be met.

1. MANDATORY SITE VISIT

It is mandatory that the Bidder or a representative of the Bidder visit the site where services will be provided. Arrangements have been made for a tour of the site at the following date and time.

The Site Visit will be held on: Wednesday, October 14 at 11:00 a.m.

Location: Lacombe Research and Development Centre
6000 C and E Trail, Lacombe, Alberta

Contact for Site Visit: Brent Papuschak, Acting, Facility Manager
Cell Phone Number: (403) 588-1518

Bidders shall meet outside of: Building #21 - Administration for attendance sign in.

***Bidders must be on time and are required to bring their tender package along with them to the site visit.**

Bidders will be required to sign an attendance sheet at the visit. By signing the attendance sheet, bidders are confirming that they have attended the visit. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant.

Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation and posted via the Government Electronic Tendering System (GETS).

2. CERTIFICATIONS / QUALIFICATIONS

The Bidder must provide an **Equipment Operator Certificate or License Number** for each Equipment Operator proposed to provide services under any resulting Contract.

EVALUATION METHOD

APPENDIX D

Bids received will be assessed in accordance with the entire requirements of the Bid Solicitation including the Evaluation criteria specified below:

Mandatory Evaluation

It is understood by the parties submitting bids that, to be considered compliant:

- a) their submission must meet all the MANDATORY requirements as outlined in Appendix C and ;
- b) where the words "must", "shall", "should" or "will" appear in this RFQ, the clause is to be considered as a mandatory requirement.

Accordingly, only the compliant submissions will be given further consideration.

Financial Evaluation

Your price proposal must be submitted using Bid Document - Appendix G.

Price Proposals will be assessed as follows:

- Step 1 - For each line item - Estimated # of Units (A) x Unit Price (B) = Extended Cost
- Step 2 - Aggregate of Extended Totals (for all five years) = Your Evaluated Offer

Evaluation Procedure

All bids will be assessed and accepted on a low aggregate basis (applicable taxes extra). Low aggregate will be determined by extending and totaling the unit prices.

The lowest responsive bidder will be recommended for award of the Contract.

SUBMISSION FORMAT

APPENDIX E

THE FOLLOWING SUBMISSION FORMAT IS REQUIRED:

Bids must be submitted by Email with two (2) separate attachments as follows:

1. The First Attachment labelled **RFQ 01R11-21-C011 - Snow Removal Services, Lacombe** must include the following:
 - A. Completed Appendix C - Mandatory Requirements
 - B. Completed Appendix F - Certification Requirements

2. The Second Attachment labelled **BID DOCUMENT - RFQ 01R11-21-C011 - Snow Removal Services, Lacombe** must include:
 - A. Completed Appendix G - Bid Document
The cost shall be in Canadian funds excluding of any applicable taxes.

CERTIFICATION REQUIREMENTS

APPENDIX F

The following certification requirements apply to this RFQ document. Bidders shall include this Appendix with their bid submission and complete and sign each certification below.

1. ACCEPTANCE OF AGRICULTURE AND AGRI-FOOD CANADA’S TERMS AND CONDITIONS

Bidders will accept Agriculture and Agri-Food Canada’s terms and conditions.

The General Conditions in Appendix A and the Statement of Work in Appendix B of this RFQ shall form part of the Resulting Contract.

Name of Bidder Representative

Signature

Date

2. LEGAL ENTITY AND CORPORATE NAME

Please certify that the Bidder is a legal entity, by indicating whether the Proposer is (1) a sole proprietorship, partnership or corporate entity, (2) indicating the laws under which it is registered or incorporated (3) including the registered or corporate name, and identifying (4) the country where the controlling interest / ownership (name if applicable) of the organization is located.

- (1) _____
- (2) _____
- (3) _____
- (4) _____

Any Resulting Contract may be executed under the following (1) corporate full legal name and: (2) at the following place of business (complete address):

- (1) _____
- (2) _____

Signature

Date

3. PRICE/RATE CERTIFICATION

"We hereby certify that the prices quoted have been computed in accordance with generally accepted accounting principles applicable to all like services rendered and sold by us, that such prices are not in excess of the lowest prices charged anyone else, including our most favoured customer for like quality and quantity so the services, does not include an element of profit on the sale in excess of that normally obtained by us on the sale of services of like quality and quantity, and does not include any provision for discounts or commissions to selling agents".

Signature

Date

4. VALIDITY OF BID

It is requested that Bid Submissions submitted in response to this RFQ be:

- valid in all aspects, including price, for not less than 120 Days from the closing date of this RFQ; and,
- signed by an authorized representative of the Bidder in the space provided on the RFQ; and,
- provide the name and telephone number of a representative who may be contacted for clarification or other matters relating to the bid submission.

Signature

Date

Contact name: _____

Telephone number: _____

Fax number: _____

Email address: _____

GST # / Business #: _____

5. AVAILABILITY AND STATUS OF PERSONNEL

The Proposer certifies that, should it be authorized to provide services under any Contract resulting from this solicitation, the persons proposed in its proposal will be available to commence performance of the Work within a reasonable time from contract award, or within the time specified herein.

If the Proposer has proposed any person in fulfilment of this requirement who is not an employee of the Proposer, the Proposer hereby certifies that it has written permission from such person to propose the services of such person in relation to the Work to be performed in fulfilment of this requirement and to submit such person's information to the Contracting Authority.

During the proposal evaluation, the Proposer MUST upon the request of the Contracting Authority provide a copy of such written permission in relation to any or all non-employees proposed. The Proposer agrees that failure to comply with such a request may lead to disqualification of the Proposer's proposal from further consideration.

Signature

Date

6. FORMER PUBLIC SERVANT – STATUS AND DISCLOSURE

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause, "**former public servant**" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"**lump sum payment period**" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"**pension**" means, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes () No ()

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure report.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

Yes () No ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Signature

Date

7. JOINT VENTURES

In the event of a Bid submitted by a contractual **JOINT VENTURE**, the Bid shall be signed by either all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture. The following will be completed if applicable:

1. The Proposer represents that the bidding entity **(mark applicable choice)**
_____ is a joint venture in accordance with the definition in paragraph 3.
_____ is not a joint venture in accordance with the definition in paragraph 3.
2. A Proposer that is a joint venture represents the following additional information:
 - (a) Type of joint venture **(if applicable, mark applicable choice)**
_____ incorporated joint venture
_____ limited partnership joint venture
_____ partnership joint venture
_____ contractual joint venture
_____ other
 - (b) Composition: **(names and addresses of all members of the joint venture)**
3. Definition of joint venture
A joint venture is an association of two or more parties who combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise. Joint ventures may be carried on in a variety of legal forms divided into three categories:
 - (a) the incorporated joint venture;
 - (b) the partnership venture;
 - (c) the contractual joint venture where the parties combine their resources in the furtherance of a single business enterprise without actual partnership or corporate designation
4. The joint venture team arrangement is to be distinguished from other types of Contractor arrangements, such as:
 - (a) Prime Contractor, in which, for example, the purchasing agency contracts directly with a contractor (prime) who acts as the system assembler and integrator, with major components, assemblies and subsystems normally subcontracted;
 - (b) Associated Contractor, in which for example, the purchasing agency contracts directly with each of the major component suppliers and performs the integration tasks or awards a separate contract for this purpose.
5. If the Contract is awarded to an unincorporated joint venture, all members of the joint venture shall be jointly and severally responsible for the performance of the Contract.

Signature

Date

8. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for Employment Equity "FCP Limited Eligibility to Bid" list http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml available from HRSDC-Labour's website.

Canada will have the right to declare a bid non-responsive, if the Bidder, or any member of the Bidder, if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of Contract award.

Signature

Date

9. INTEGRITY PROVISIONS

1. Ineligibility and Suspension Policy (the "Policy"), and all related Directives (2016-04-04), are incorporated by reference into, and form a binding part of the procurement process. The Supplier must comply with the Policy and Directives, which can be found at [*Ineligibility and Suspension Policy*](#).
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the procurement process, the Supplier must provide the following:
 - a. by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
 - b. with its bid / quote / proposal, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [*Declaration form for procurement*](#).
4. Subject to subsection 5, by submitting a bid / quote / proposal in response a request by AAFC, the Supplier certifies that:
 - a. it has read and understands the [*Ineligibility and Suspension Policy*](#);

- b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Supplier or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its bid / quote / proposal a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Supplier is unable to provide any of the certifications required by subsection 4, it must submit with its bid/ quote / proposal a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
6. Canada will declare non-responsive any bid / quote / proposal in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Supplier provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Supplier to be ineligible for award of a contract for providing a false or misleading certification or declaration.

LIST OF NAMES:

Bidders who are a '**sole proprietorship**' must provide the name of the owner(s).

Bidders who are '**incorporated**' must provide :

- a) a complete list of all persons who are owners OR
- b) a list of all individuals who are on the current Board of Directors

Bidders who are a '**joint venture**' must provide a complete list of Company names under the Joint venture with :

- a) a complete list of all owners for each company OR
- b) a complete list all individuals who are on the current Board of Directors for each company

Bidders who are a '**society**' or '**partnerships**' do not need to provide lists of names.

CERTIFICATION:

I _____ (Suppliers name) understand that any information I submit in order for the department to confirm my eligibility to receive a contract may be shared and used by AAFC and /or PSPC as part of the validation process, and the results of verification may be publicly disseminated. Moreover, I am aware that any erroneous or missing information could result in the cancellation of my bid as well as a determination of ineligibility/suspension.

Name

Signature

Date

10. INSURANCE CERTIFICATION

A. Insurance Requirements

- (a) The Contractor must comply with the insurance requirements specified herein. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
- (b) The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own Benefit and protection.
- (c) Upon request, Bidders shall deposit with Canada, a CERTIFICATE OF INSURANCE (form AAFC 5314).

Upon request by Canada, the Contractor shall provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the provisions contained herein.

B. Commercial General Liability Insurance

- (a) The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$ 2,000,000.00 per accident or occurrence and in the annual aggregate.
- (b) The Commercial General Liability policy must include the following:
 - i) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the

Contract. The interest of Canada should read as follows: *Her Majesty the Queen in the right of Canada as represented by the Minister*

- ii) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- iii) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- iv) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- v) Cross Liability / Separation of Insured: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- vi) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- vii) Employees and, if applicable, Volunteers must be included as Additional Insured.

Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program). If WSIB is in place, the Bidder shall provide a copy of their Contractors Workers Compensation Certificate and Liabilities in accordance with the legal requirements of the Province or Territory where the work is being carried out.

- viii) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- ix) Notice of Cancellation: The Insurance Company will provide to the Contracting Authority 30 days written notice of policy cancellation.
- x) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

Signature

Date

11. CONTRACTOR’S LIST OF SUBCONTRACTORS

See GC 19 - ASSIGNMENT
See GC20 - SUBCONTRACTING

It is my / our intention to employ the following subcontractors whom I / we believe, following investigation, to be reliable and competent for the performance of the portion of services being sub-contracted. All other services will be performed by me / us.

Name of Company	Services to be sub-contracted	Number of years you are associated with subcontractor	Years of experience of subcontractor in the field	Portion of the Contract (%)

It is agreed that I (we) shall not subcontract with any other individual or organization or for any other work, without the consent of the Minister of Agriculture

Signature

Date

Solicitation # 01R11-21-C011 - Snow Removal Services, AAFC, Lacombe

Bidders are to provide pricing FOB Jobsite (GST excluded) to clear and remove snow and sand for ice control on roads and parking lots as described in Appendix B - Statement of Work.

AAFC is not prepared to accept separate prices for equipment, operators, fuel and lubricants. All costs must be included in the Unit Price asked for.

Column B (Unit price) must be completed with a dollar value, for all line items, or your Offer may be considered non-compliant.

The estimates provided in Column A will be used for cost evaluation purposes only and do not constitute a guarantee or commitment of work on behalf of Canada.

1. PRICING FOR YEAR 1 – (2020-2021)

REGULAR SERVICE					
Regular service, "as required" when there is <u>10cm or more</u> of snow, <u>Monday to Friday</u> , prior to 07:30 a.m.					
Item	Description	Unit of Measure	Estimated # of Units (A)	Unit Price Offered (CDN\$) (B)	Extended Cost (C) = (A x B)
SNOW REMOVAL EQUIPMENT WITH OPERATORS using each of the following:					
1	Grader	Hour	30	\$_____/hour	D
2	Wheel Loader	Hour	35	\$_____/hour	E
3	Front End Loader/Skid Steer Loader	Hour	40	\$_____/hour	F
SANDING – Sanding roads and parking lots, "when requested" by AAFC as per the following:					
4	Sand Distribution – includes use of sander & chip rock grade sand to cover specified areas	Call Out	10	\$_____/call out	G

ON CALL SERVICE					
On call Service, "when requested" by AAFC during the weekends including stat holidays.					
Item	Description	Unit of Measure	Estimated # of Units (A)	Unit Price Offered (CDN\$) (B)	Extended Cost (C) = (A x B)
SNOW REMOVAL EQUIPMENT WITH OPERATORS using each of the following:					
1	Grader	Hour	5	\$_____/hour	H
2	Wheel Loader	Hour	5	\$_____/hour	I
3	Front End Loader/Skid Steer Loader	Hour	5	\$_____/hour	J
SANDING - Sanding roads and parking lots, "when requested" by AAFC as per the following:					
4	Sand Distribution – includes use of sander & chip rock grade sand to cover specified areas	Call Out	5	\$_____/call out	K
T1 (Total for Initial Contract Period) = D + E + F + G + H + I + J + K					T1

2. PRICING FOR YEAR 2 - (2021-2022)

REGULAR SERVICE					
Regular service, "as required" when there is <u>10cm or more</u> of snow, <u>Monday to Friday</u> , prior to 07:30 a.m.					
Item	Description	Unit of Measure	Estimated # of Units (A)	Unit Price Offered (CDN\$) (B)	Extended Cost (C) = (A x B)
SNOW REMOVAL EQUIPMENT WITH OPERATORS using each of the following:					
1	Grader	Hour	30	\$_____/hour	D
2	Wheel Loader	Hour	35	\$_____/hour	E
3	Front End Loader/Skid Steer Loader	Hour	40	\$_____/hour	F
SANDING – Sanding roads and parking lots, "when requested" by AAFC as per the following:					
4	Sand Distribution – includes use of sander & chip rock grade sand to cover specified areas	Call Out	10	\$_____/call out	G

ON CALL SERVICE					
On-call Service, "when requested" by AAFC during the weekends including stat holidays.					
Item	Description	Unit of Measure	Estimated # of Units (A)	Unit Price Offered (CDN\$) (B)	Extended Cost (C) = (A x B)
SNOW REMOVAL EQUIPMENT WITH OPERATORS using each of the following:					
1	Grader	Hour	5	\$_____/hour	H
2	Wheel Loader	Hour	5	\$_____/hour	I
3	Front End Loader/Skid Steer Loader	Hour	5	\$_____/hour	J
SANDING - Sanding roads and parking lots, "when requested" by AAFC as per the following:					
4	Sand Distribution – includes use of sander & chip rock grade sand to cover specified areas	Call Out	5	\$_____/call out	K
T2 (Total for Year 2 of Contract) = D + E + F + G + H + I + J + K					T2

3. PRICING FOR YEAR 3 - (2022-2023)

REGULAR SERVICE					
Regular service, "as required" when there is <u>10cm or more</u> of snow, <u>Monday to Friday</u> , prior to 07:30 a.m.					
Item	Description	Unit of Measure	Estimated # of Units (A)	Unit Price Offered (CDN\$) (B)	Extended Cost (C) = (A x B)
SNOW REMOVAL EQUIPMENT WITH OPERATORS using each of the following:					
1	Grader	Hour	30	\$_____/hour	D
2	Wheel Loader	Hour	35	\$_____/hour	E
3	Front End Loader/Skid Steer Loader	Hour	40	\$_____/hour	F
SANDING – Sanding roads and parking lots, "when requested" by AAFC as per the following:					
4	Sand Distribution – includes use of sander & chip rock grade sand to cover specified areas	Call Out	10	\$_____/call out	G

ON CALL SERVICE					
On call Service, "when requested" by AAFC during the weekends including stat holidays.					
Item	Description	Unit of Measure	Estimated # of Units (A)	Unit Price Offered (CDN\$) (B)	Extended Cost (C) = (A x B)
SNOW REMOVAL EQUIPMENT WITH OPERATORS using each of the following:					
1	Grader	Hour	5	\$_____/hour	H
2	Wheel Loader	Hour	5	\$_____/hour	I
3	Front End Loader/Skid Steer Loader	Hour	5	\$_____/hour	J
SANDING - Sanding roads and parking lots, "when requested" by AAFC as per the following:					
4	Sand Distribution – includes use of sander & chip rock grade sand to cover specified areas	Call Out	5	\$_____/call out	K
T3 (Total for Year 3 of Contract) = D + E + F + G + H + I + J + K					T3

4. PRICING FOR YEAR 4 - (2023-2024)

REGULAR SERVICE					
Regular service, "as required" when there is <u>10cm</u> or more of snow, <u>Monday to Friday</u> , prior to 07:30 a.m.					
Item	Description	Unit of Measure	Estimated # of Units (A)	Unit Price Offered (CDN\$) (B)	Extended Cost (C) = (A x B)
SNOW REMOVAL EQUIPMENT WITH OPERATORS using each of the following:					
1	Grader	Hour	30	\$_____/hour	D
2	Wheel Loader	Hour	35	\$_____/hour	E
3	Front End Loader/Skid Steer Loader	Hour	40	\$_____/hour	F
SANDING – Sanding roads and parking lots, "when requested" by AAFC as per the following:					
4	Sand Distribution – includes use of sander & chip rock grade sand to cover specified areas	Call Out	10	\$_____/call out	G

ON CALL SERVICE					
On call Service, "when requested" by AAFC during the weekends including stat holidays.					
Item	Description	Unit of Measure	Estimated # of Units (A)	Unit Price Offered (CDN\$) (B)	Extended Cost (C) = (A x B)
SNOW REMOVAL EQUIPMENT WITH OPERATORS using each of the following:					
1	Grader	Hour	5	\$_____/hour	H
2	Wheel Loader	Hour	5	\$_____/hour	I
3	Front End Loader/Skid Steer Loader	Hour	5	\$_____/hour	J
SANDING - Sanding roads and parking lots, "when requested" by AAFC as per the following:					
4	Sand Distribution – includes use of sander & chip rock grade sand to cover specified areas	Call Out	5	\$_____/call out	K
T4 (Total for Year 4 of Contract) = D + E + F + G + H + I + J + K					T4

5. PRICING FOR YEAR 5 - (2024-2025)

REGULAR SERVICE					
Regular service, "as required" when there is <u>10cm or more</u> of snow, <u>Monday to Friday</u> , prior to 07:30 a.m.					
Item	Description	Unit of Measure	Estimated # of Units (A)	Unit Price Offered (CDN\$) (B)	Extended Cost (C) = (A x B)
SNOW REMOVAL EQUIPMENT WITH OPERATORS using each of the following:					
1	Grader	Hour	30	\$_____/hour	D
2	Wheel Loader	Hour	35	\$_____/hour	E
3	Front End Loader/Skid Steer Loader	Hour	40	\$_____/hour	F
SANDING – Sanding roads and parking lots, "when requested" by AAFC as per the following:					
4	Sand Distribution – includes use of sander & chip rock grade sand to cover specified areas	Call Out	10	\$_____/call out	G

ON CALL SERVICE					
On call Service, "when requested" by AAFC during the weekends including stat holidays.					
Item	Description	Unit of Measure	Estimated # of Units (A)	Unit Price Offered (CDN\$) (B)	Extended Cost (C) = (A x B)
SNOW REMOVAL EQUIPMENT WITH OPERATORS using each of the following:					
1	Grader	Hour	5	\$_____/hour	H
2	Wheel Loader	Hour	5	\$_____/hour	I
3	Front End Loader/Skid Steer Loader	Hour	5	\$_____/hour	J
SANDING - Sanding roads and parking lots, "when requested" by AAFC as per the following:					
4	Sand Distribution – includes use of sander & chip rock grade sand to cover specified areas	Call Out	5	\$_____/call out	K
T5 (Total for Year 5 of Contract) = D + E + F + G + H + I + J + K					T5

Total Cost for Initial Contract Period (T1) _____
 Total Cost for Year 2 of Contract (T2) + _____
 Total Cost for Year 3 of Contract (T3) + _____
 Total Cost for Year 4 of Contract (T4) + _____
 Total Cost for Year 5 of Contract (T5) + _____
 TOTAL BID COST for all Years = _____

<p>Supplier to indicate:</p> <p>Vendor / Company Name: _____</p> <p>Signature of the Bidder Representative: _____</p> <p>Date: _____</p>
